

ALTERA CORPORATION**EMPLOYMENT, CONFIDENTIAL INFORMATION,
AND INVENTION ASSIGNMENT AGREEMENT**

As an employee of Altera Corporation, its subsidiary or affiliate (the "Company"), and in consideration of my employment and my receipt of compensation now and hereafter paid to me by the Company, I agree to the following:

1. At-will Employment.

I AGREE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I UNDERSTAND THAT EITHER I OR THE COMPANY MAY TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT ADVANCE NOTICE.

I FURTHER UNDERSTAND THAT ONLY THE COMPANY'S PRESIDENT HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT CONCERNING THE DURATION OR OTHER TERMS AND CONDITIONS OF MY EMPLOYMENT AND THAT ANY SUCH AGREEMENT MUST BE IN WRITING.

2. Confidential Information

(a) Definition. The term "Confidential Information" as used in this agreement includes, but is not limited to, trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business and/or product plans, financial information, employment personnel records, customer lists, and other subject matter pertaining to any business of the Company, its customers, suppliers, or licensees. Confidential information does not include any of the above items that have become publicly known and generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Company Information. I agree that at all times during and after my employment, I will use Confidential Information of the Company solely for the Company's benefit and that I will disclose Confidential Information to others only in performing my work for the Company and consistent with directions received from my supervisors.

(c) Former Employer Information. I further agree that during my employment with the Company I will not use or disclose any Confidential Information of my former or concurrent employer or any other person. I will not bring onto the Company's premises any unpublished document or property of my former or concurrent employer or any other person without prior written agreement of that party and the Company.

- (d) Third Party Information. I recognize that the Company has access to Confidential Information of third parties and agree that I owe these third parties a duty not to use or disclose to others this Confidential Information except in performing my work for the Company and consistent with the Company's confidentiality obligations.

3. Inventions

- (a) Inventions Retained and Licensed. I have attached as Exhibit A a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which I discovered, created, or made prior to my employment with the Company which belong to me, which relate to the Company's actual, proposed or anticipated business, products or research and development, and which I have not assigned to the Company (collectively referred to as "Prior Inventions"). If no such list is attached, I represent that there are no Prior Inventions. If in the course of my employment with the Company I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- (b) Assignment of Inventions. I agree that I will promptly disclose to the Company in writing and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, mask works, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my employment with the Company (collectively referred to as "Inventions"), except as provided in Section 3(c) below. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions either during or after the period of my employment by the Company. If the Company is unable because of my mental or physical incapacity or for any other reason to obtain my signature to apply for registration or to pursue any application to secure its rights in the Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute and file any such applications and to do all other lawfully permitted acts to secure the Company's rights in the Inventions.
- (c) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and are not otherwise disclosed on Exhibit A.
4. Outside Employment. I agree that while I am employed with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly relating to

the Company's business without the express written consent of an officer of the Company nor will I engage in any other activities that conflict with my obligations to the Company.

5. Termination

- (a) Non-solicitation of Company Employees. I agree that, for a period of six (6) months after the date my employment with the Company terminates, I will neither directly solicit any employees of the Company to terminate his or her employment with the Company, nor cause such employees to be recruited for employment with any other company. (This does not include normal employment advertising).
- (b) Return of Company Documents. I agree that when I end my employment with the Company, I will deliver to the Company any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including computers, desks, filing cabinets, or other storage or work areas, is subject to inspection by Company personnel. In the event of termination of my employment, I agree to sign a termination certificate confirming that I have complied and will comply with my obligations under this Agreement.

6. General Provisions

- (a) Governing Law. This Agreement will be governed by the laws of the State of California. I agree that the courts in the State of California shall have exclusive jurisdiction to resolve any dispute or claim arising out of or relating to this Agreement, and I agree to submit to the jurisdiction of such courts.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) Severability and Survival. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

Witnessed by:

Accepted and Agreed

Altera Corporation

By: Pamela J. Hawthorne
Human Resources

Signature: Rodolfo R. Aguado, Jr.
Printed Name: RODOLFO R. AGUADO, JR
Date: 11-20-00